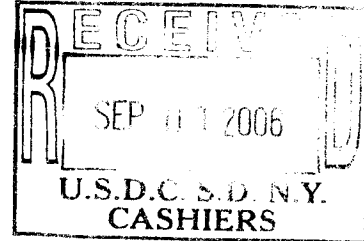


Thomas E. Willoughby (TW 4452)
James A. Saville, Jr. (JS-4835)
HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiffs

45 Broadway, Suite 1500
New York, New York 10006
(212) 669-0600

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
CHEM ONE LTD., COMMERICAL METALS
COMPANY; A.H.A. INTERNATIONAL CO.,
LTD., IKE TRADING CO., LTD., HUNTER
DOUGLAS METALS, INC., NATIONAL OILWELL
L.P., TEXAS WYOMING DRILLING, INC., GRAPHITE
ELECTRODES SALES COMPANY, INC., THE BABCOK &
WILCOX COMPANY, WESTCO SYSTEMS, INC.,
TORAY ENGINEERING CO., LTD., THE CRISPIN
COMPANY, ITOCHU BUILDING PRODUCTS
CO., INC., BLUELINX CORPORATION, KURT ORBAN
PARTNERS LLC, BSTC GROUP INC.,
FOSTER WHEELER NORTH AMERICA CORP.; WEGO
CHEMICAL & MINERAL CORP.; SUEWON POONGRYUK
MACHINERY CO., LTD.; GENERAL ELECTRIC COMPANY and
WINTERSUN GROUP(USA) INC.

Index No.:
05 CIV. 4261 (LAP)

Plaintiffs,

- against -

SIXTH AMENDED
COMPLAINT

M/V "RICKMERS GENOA" and M/V "SUN CROSS;"
their engines, boilers, etc., in rem; RICKMERS GENOA
SCHIFFAHRSGES mbH & Cie. KG; RICKMERS-
LINIE GmbH & Cie. KG; UNITED SHIPPING
SERVICES, INC.; SESCO GROUP INC.; CS MARINE
CO. LTD.; SUNWOO MERCHANT MARINE CO., LTD.;
JA SUNG MARINE CO., LTD.; ESM GROUP, INC.;
PUDONG TRANS USA INC.; ESM (TIANJIN)
CO., LTD., ESM II, INC. and ESM II LP in personam,

Defendants.

-----X

The plaintiffs herein, by their attorneys, HILL RIVKINS & HAYDEN LLP, complaining of the above named vessels and defendants, allege upon information and belief:

JURISDICTION AND THE PARTIES

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
2. At and during all times hereinafter mentioned, plaintiffs were and now are corporations or other legal entities having interests in connection with certain bills of lading with principal offices and places of business stated in Schedule A hereto annexed and by this reference made a part hereof. Plaintiffs Foster Wheeler North America Corp.; Wego Chemical & Mineral Corp.; and Suewon Poongryuk Machinery Co., Ltd. are hereinafter referred to as “ESM Plaintiffs.”
3. At and during all times hereinafter mentioned, all the defendants with the exception of ESM Group, Inc., ESM (Tianjin) Co., Ltd., ESM II INC., ESM II, LP, M/V SUN CROSS and CS Marine Co., Ltd. (hereinafter “Carrier Defendants”) were and now are corporations or other business entities with offices and places of business stated in Schedule A, and were and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and controlled defendant M/V RICKMERS GENOA which now is or will be within the jurisdiction of this Court during the pendency of this action.

4. At and during all times hereinafter mentioned, ESM Group, Inc., ESM II INC., ESM II, LP and ESM (Tianjin) Co., Ltd. (hereinafter "Super Sul Defendants"), were and now are corporations or other business and were and now are sister and/or related companies entities with offices and places of business stated in Schedule A and were, respectively, the buyer/receiver and seller/shipper of a cargo of 600 bags of "Super Sul Mg. 89" which magnesium product exploded and set the M/V RICKMERS GENOA and plaintiffs' cargoes ablaze during the course of the pertinent voyage.

5. At and during all times hereinafter mentioned, Ja Sung Marine Co., Ltd., CS Marine Co. Ltd. and Sunwoo Merchant Marine Co., Ltd. were and now are companies or other business entities with offices and places of business stated in Schedule A and were and now are engaged in the business of common carriers by water for hire and owned, operated, managed, chartered and/or controlled defendant M/V SUN CROSS.

***AS AND FOR A
FIRST CAUSE OF ACTION
AGAINST THE CARRIER DEFENDANTS
ASSERTED BY ALL PLAINTIFFS WITH
THE EXCEPTION OF THE ESM PLAINTIFFS***

6. Plaintiffs repeat and realleges the allegations set forth in paragraphs 1 through 5 as if set forth herein at length.

7. On or about the dates and at the ports of shipment stated in Schedule A, there were delivered to the M/V RICKMERS GENOA and Carrier Defendants in good order and

condition the shipments described in Schedule A, which the M/V RICKMERS GENOA and Carrier Defendants received, accepted and agreed to transport for certain consideration to the ports of destination stated in Schedule A.

8. Thereafter, M/V RICKMERS GENOA and Carrier Defendants arrived at the ports of destination described in Schedule A and the cargo was delivered damaged and/or is subject to a salvor's and general average lien and the payments related thereto as a result of a casualty at sea. In addition, Carrier Defendants wrongfully and without cause barred certain plaintiffs from surveying their cargoes after the said vessel collided with and sank the M/V SUN CROSS in the Yellow Sea on March 7, 2005. Carrier Defendants then tortiously and improperly demanded security for general average contribution for the containers within which certain plaintiffs had stuffed their cargoes when the correct course of action would have been to have sought such security from the owners/lessors/leasees of said containers.

9. By reason of the premises, the M/V RICKMERS GENOA was unseaworthy and Carrier Defendants breached, failed and violated their duties to the plaintiffs as common carriers by water for hire and/or bailees and caused additional aggravated damages above and beyond the invoice value of the cargo, as set forth above and were negligent and otherwise at fault.

10. Plaintiffs were the shippers, consignees, owners, cargo insurers or their authorized representatives in connection with the shipments as described in schedule A and bring this action on their own behalf and, as agents and trustees, on behalf of and for all interests of parties who

may be or become interested in the said shipments as their respective interests may ultimately appear and plaintiffs are entitled to maintain this action.

11. Plaintiffs have duly performed all duties and obligations on their part to be performed.

12. By reason of the premises, plaintiffs have sustained damages as nearly as same can now be determined no part of which has been paid although duly demanded in the amount of \$10,170,128.65.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST THE SUPER SUL DEFENDANTS
ASSERTED BY ALL PLAINTIFFS
Strict Liability**

13. Plaintiffs repeat and realleges the allegations set forth in paragraphs 1 through 12 as if set forth herein at length.

14. Super Sul Defendants were the owners, manufacturers, shippers, consignees, receivers, and/or buyers of Super Sul Mg 89 cargo delivered by the Super Sul Defendants and/or their agents to the M/V RICKMERS GENOA or other Carrier Defendants who loaded and stowed it aboard the vessel on the subject voyage.

15. Super Sul Defendants were obligated to adequately warn and/or inform plaintiffs

and the Carrier Defendants as to the inherently dangerous nature of the Super Sul Mg 89 cargo.

16. Super Sul Defendants placed this cargo of Super Sul Mg 89 into the stream of commerce without providing any warning of its inherently dangerous nature.

17. In failing to warn and/or inform plaintiffs and/or Carrier Defendants of the inherently dangerous, inflammable and/or explosive nature of the cargo makes the Super Sul defendants, as shippers and/or consignees, strictly liable for all of the damages and expenses directly or indirectly arising out of or resulting from such shipment pursuant to 46 U.S.C. § 1304 and any and all other applicable law.

18. As a result of Super Sul Defendants' failure to warn and/or inform plaintiffs and/or Carrier Defendants of the inherently dangerous nature of the cargo and ensure that the cargo was adequately packed, the Super Sul Mg 89 did generate flammable gas resulting in an explosion, fire and damage to the RICKMERS GENOA and plaintiffs' cargo on or about March 8, 2005, and further causing the plaintiffs to suffer damage in the nature of general average and salvage liens and payments related thereto.

19. Plaintiffs were the shippers, consignees, owners, cargo insurers or their authorized representatives in connection with the shipments as described in schedule A and bring this action on their own behalf and, as agents and trustees, on behalf of and for all interests of parties who may be or become interested in the said shipments as their respective interests may ultimately

appear and plaintiffs are entitled to maintain this action.

20. Plaintiffs have duly performed all duties and obligations on their part to be performed.

21. By reason of the premises, plaintiffs have sustained damages as nearly as same can now be determined no part of which has been paid although duly demanded in the amount of \$10,522,379.65.

***AS AND FOR A THIRD CAUSE OF ACTION
AGAINST THE SUPER SUL DEFENDANTS
ASSERTED BY ALL PLAINTIFFS
Failure To Warn***

22. Plaintiffs repeat and realleges the allegations set forth in paragraphs 1 through 21 as if set forth herein at length.

23. Super Sul Defendants as the owners, manufacturers, shippers, consignees, receivers, and/or buyers of Super Sul Mg 89 cargo were aware, or should have been aware, of the inherently dangerous nature of the Super Sul Mg 89 cargo prior to delivery to the Carrier Defendants and the M/V RICKMERS GENOA.

24. Super Sul Defendants were obligated to adequately warn and/or inform plaintiffs and Carrier Defendants as to the inherently dangerous nature of the Super Sul Mg 89 cargo.

25. Super Sul defendants placed this cargo of Super Sul Mg 89 into the stream of commerce without providing any warning of its inherently dangerous nature.

26. In failing to warn and/or inform plaintiffs and/or Carrier Defendants of the inherently dangerous, inflammable and/or explosive nature of the cargo makes the Super Sul defendants, as shippers and/or consignees, strictly liable for all of the damages and expenses directly or indirectly arising out of or resulting from such shipment pursuant to 46 U.S.C. § 1304 and any and all other applicable law.

27. As a result of Super Sul Defendants' failure to warn and/or inform plaintiffs and/or Carrier Defendants of the inherently dangerous nature of the cargo and ensure that the cargo was adequately packed, the Super Sul Mg 89 did generate flammable gas resulting in an explosion, fire and damage to the RICKMERS GENOA and plaintiffs' cargo on or about March 8, 2005, and further causing the plaintiffs to suffer damage in the nature of general average and salvage liens and payments related thereto.

28. Plaintiffs were the shippers, consignees, owners, cargo insurers or their authorized representatives in connection with the shipments as described in schedule A and bring this action on their own behalf and, as agents and trustees, on behalf of and for all interests of parties who may be or become interested in the said shipments as their respective interests may ultimately appear and plaintiffs are entitled to maintain this action.

29. Plaintiffs have duly performed all duties and obligations on their part to be performed.

30. By reason of the premises, plaintiffs have sustained damages as nearly as same can now be determined no part of which has been paid although duly demanded in the amount of \$10,522,379.65.

***AS AND FOR A FOURTH CAUSE OF ACTION
AGAINST THE SUPER SUL DEFENDANTS
ASSERTED BY ALL PLAINTIFFS
Negligence***

31. Plaintiffs repeat and realleges the allegations set forth in paragraphs 1 through 30 as if set forth herein at length.

32. Super Sul Defendants as the owners, manufacturers, shippers, consignees, receivers, and/or buyers of Super Sul Mg 89 cargo were obligated and duty-bound, regardless of knowledge, to adequately warn and/or inform plaintiffs and the Carrier Defendants as to the inherently dangerous nature of the Super Sul Mg 89 cargo and properly package, brace and stow the cargo prior to carriage.

33. Super Sul Defendants were obligated to adequately warn and/or inform plaintiffs and Carrier Defendants as to the inherently dangerous nature of the Super Sul Mg 89 cargo.

34. Super Sul defendants placed this cargo of Super Sul Mg 89 into the stream of commerce without providing any warning of its inherently dangerous nature.

35. In failing to warn and/or inform plaintiffs and/or Carrier Defendants of the inherently dangerous, inflammable and/or explosive nature of the cargo makes the Super Sul defendants, as shippers and/or consignees, strictly liable for all of the damages and expenses directly or indirectly arising out of or resulting from such shipment pursuant to 46 U.S.C. § 1304 and any and all other applicable law.

36. As a result of Super Sul Defendants' failure to warn and/or inform plaintiffs and/or Carrier Defendants of the inherently dangerous nature of the cargo and ensure that the cargo was adequately packed, braced and stowed and their own negligence the Super Sul Mg 89 did generate flammable gas resulting in an explosion, fire and damage to the RICKMERS GENOA and plaintiffs' cargo on or about March 8, 2005, and further causing the plaintiffs to suffer damage in the nature of general average and salvage liens and payments related thereto.

37. Plaintiffs were the shippers, consignees, owners, cargo insurers or their authorized representatives in connection with the shipments as described in schedule A and bring this action on their own behalf and, as agents and trustees, on behalf of and for all interests of parties who may be or become interested in the said shipments as their respective interests may ultimately appear and plaintiffs are entitled to maintain this action.

38. Plaintiffs have duly performed all duties and obligations on their part to be performed.

39. By reason of the premises, plaintiffs have sustained damages as nearly as same can now be determined no part of which has been paid although duly demanded in the amount of \$10,522,379.65.

***AS AND FOR A FIFTH CAUSE OF ACTION
AGAINST THE M/V SUN CROSS, JA SUNG
MARINE CO., LTD., CS MARINE AND
SUNWOO MERCHANT MARINE
ASSERTED BY ALL PLAINTIFFS
WITH THE EXCEPTION OF THE ESM PLAINTIFFS***

40. Plaintiffs repeat and realleges the allegations set forth in paragraphs 1 through 39 as if set forth herein at length.

41. On or about March 7, 2004, defendants JA Sung Marine Co., Ltd., CS Marine Co., Ltd. and Sunwoo Merchant Marine Co., Ltd., owned, operated, chartered, managed, controlled and/or crewed the M/V SUN CROSS which vessel was in transit in the South China Sea.

42. As a result of the unseaworthiness of the M/V SUN CROSS and the negligence and incompetence of JA Sung Marine Co., Ltd., CS Marine Co., Ltd., Sunwoo Merchant Marine

Co., Ltd., the crew and the master of the M/V SUN CROSS, the M/V RICKMERS GENOA, which carried plaintiffs' cargo, and the M/V SUN CROSS collided and plaintiffs' cargo damaged. As a result of the collision the M/V SUN CROSS sank.

43. By reason of the premises, the M/V SUN CROSS was unseaworthy and defendants JA Sung Marine Co., Ltd., CS Marine Co., Ltd. and Sunwoo Merchant Marine Co., Ltd. breached, failed and violated their duties and obligations to plaintiffs, were negligent and otherwise at fault.

44. Plaintiffs were the shippers, consignees, owners, cargo insurers or their authorized representatives in connection with the shipments as described in schedule A and bring this action on their own behalf and, as agents and trustees, on behalf of and for all interests of parties who may be or become interested in the said shipments as their respective interests may ultimately appear and plaintiffs are entitled to maintain this action.

45. Plaintiffs have duly performed all duties and obligations on their part to be performed.

46. By reason of the premises, plaintiffs have sustained damages as nearly as same can now be determined no part of which has been paid although duly demanded in the amount of \$10,170,128.65.

WHEREFORE, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against defendants.

2. That if defendants cannot be found within this District, that all of their property within this District, as shall be described in the affidavit, be attached in the sum set forth in this Second Amended Complaint, with interest and costs.

3. That a decree be entered in favor of plaintiffs and against the M/V RICKMERS GENOA and the Carrier Defendants as the first cause of action in the amount of plaintiffs' damages, together with interest and costs.

4. That a decree be entered in favor of plaintiffs against ESM Group Inc. and ESM (Tianjin) Co., Ltd. on the second, third and fourth cause of action in the amount of plaintiffs' damages, together with interest and costs.

5. That a decree be entered in favor of plaintiffs against the M/V SUN CROSS, JA Sung Marine Co., Ltd., CS Marine Co., Ltd. and Sunwoo Merchant Marine Co., Ltd. on the fifth cause of action in the amount of plaintiffs' damages, together with interest and costs.

6. That a decree be entered in favor of plaintiffs against the Carrier Defendants adjudging that the declaration of general average by the Carrier Defendants was improper and, therefore, plaintiffs are not required to contribute in general average and salvage and are entitled to a refund of any payments heretofore made.

7. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessel.

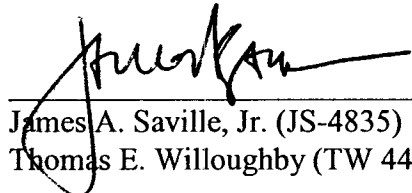
8. Plaintiff further prays for such other, further and different relief as to this Court may

seem just and proper in the premises.

Dated: New York, New York
September 1, 2006

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiffs

By:



James A. Saville, Jr. (JS-4835)

Thomas E. Willoughby (TW 4452)

45 Broadway, Suite 1500
New York, New York 10006
(212) 669-0600

28921 PLEADINGS Sixth Amended Complaint

SCHEDULE A

Plaintiffs: Chem One Ltd.
8017 Pinemont Drive
Houston, TX 77040-6519

Commercial Metals Company
9370 Wallisville Road
Suite 100
Houston, TX 77013

A.H.A. International Co., Ltd.
306 Tunxl Road
Hefei, Anhui
China

IKE Trading Co., Ltd.
8905 S.W. Nimbus Ave.
Suite 190
Beaverton, OR 97008

Hunter Douglas Metals, Inc.
Roxboro, North Carolina

National Oilwell L.P.
500 Industrial Blvd.
Sugarland, TX 77478

Texas Wyoming Drilling, Inc.
Post Office Box 41343
Houston, Texas 77241-1343

Graphite Electrodes Sales Company, Inc.
5628 Clifford Circle
Birmingham, AL 35210

The Babcock & Wilcox Company
20 S. Van Buren Avenue
Barbeton, OH 44203

Westco Systems, Inc.
7396 Lowell Blvd.
Westminster, CO 80030

Toray Engineering Co., Ltd.
Nihonbashi, Muromachi Bldg. 3-3-16
Hongokurcho, Chunko
Tokyo, Japan 103

The Crispin Company
2069 Lubback
Houston, TX 77007

Itochu Building Products Co., Inc.
660 White Plains Road
Tarrytown, NY 10591

Bluelinx Corporation
4300 Wildwood Parkway
Atlanta, GA 30339

Kurt Orban Parnters LLC
63 Bouet Road, Suite 432
San Manteo, CA 04402

BSTC Group Inc.
75 Union Ave
Rutherford, NJ 07070

Foster Wheeler North America Corp.
Perryville Corporate Park
Clinton, NJ 08809

Wego Chemical & Mineral Corp.
239 Great Neck Road
Great Neck, NY 11021

Suewon Poongryuk Machinery Co. Ltd.
791-2 Kwanyang-Dong
Donyan-gu, Anyang, Kyungki-do
Korea

General Electric Company
3135 Easton Turnpike
Fairfield, CT 06828

Wintersun Group(USA) Inc.
3100 E. Cedar Street, Suite 15
Ontario, CA 91761

Defendants: Rickmers Genoa Schiffahrtsges. mbH & Cie KG
c/o Rickmers Reederei GmbH & Cie KG
Neumuhleu 19
Hamburg, Germany 22763

and c/o Fowler Rodriguez & Chalos LLP
366 Main Street
Port Washington, NY 11050
Attn.: Eugene J. O'Connor, Esq.

Rickmers Linie GmbH & Cie. KG
Nuemuhelu 19
Hamburg, Germany 22763

and c/o Fowler Rodriguez & Chalos LLP
366 Main Street
Port Washington, NY 11050
Attn.: Eugene J. O'Connor, Esq.

United Shipping Services, Inc.
2321 Highbury Avenue, #51
Los Angeles, CA 90032

and c/o Cichanowicz, Callan, Keane, Vengrow & Textor, LLP
61 Broadway, Suite 3000
New York, NY 10006
Attn.: Michael DeCharles, Esq.

SESCO Group Inc.
19 E. Live Oak Avenue
Arcadia, CA 91006-5200

CS MARINE CO. LTD.
8F Ocean B/D
76-13 4GA, Chunggang Dong, Chung Gu
Busan, Korea

and c/o Freehill Hogan & Mahar
80 Pine Street
New York, NY

Attn.: James L. Ross, Esq.

ESM GROUP, INC.
300 Corporate Parkway – 261N
Amherst, New York 14226

and c/o CT Corporation System (Registered Agent for accepting-
111 Eighth Avenue service of process)
New York, New York 10011

and c/o Burke & Parson
100 Park Avenue
New York, NY 10017-5537
Attn.: Raymond J. Burke, Jr., Esq.

ESM II INC.
300 Corporate Parkway – 261N
Amherst, New York 14226

ESM II LP
300 Corporate Parkway – 261N
Amherst, New York 14226

SUNWOO MERCHANT MARINE CO., LTD.
3F Dongwon Building
128-27 Dangju-dong
Chongno-gu Seoul 110-071
South Korea

ESM (TIANJIN) CO., LTD.
28-H Yun Xiang Building, 72-72#
X1 Kang Road
He Ping District
Tianjin, Peoples Republic of China

Pudong Trans USA Inc.
9660 Fair Drive #328
El Monk, CA 91731

RICKMERS GENOA
HILL RIVKINS
CARGO INTERESTS-SKED A

HR&H No.	Folio No.	B/L Issuer	Rickmers B/L No.	Container No.	Loadport	Disport	Shipper	Consignee	Cargo Description	Claim Amount
28921-1		Pudong Trans USA Inc.	RCK1153XINCAM07	ACCU2410922	Tianjin	NY	A.H.A. International	To Order	Anhydrous Calcium	\$75,089.52
28921-2		Rickmers-Line	RCK1153SHAHOU02		Shanghai	Houston	Jiaxing Henglong Wood	Ike Trading Co. Ltd.	Hardwood/Plywood	\$59,761.96
28921-3	8400	Rickmers-Line	RCK1153SHAHOU05	N/A	Shanghai	Houston	Shanghai Minerals	Commercial Metals Company	carbon steel seamless tubing	\$479,099.54
	8500	Rickmers-Line	RCK1153SHAHOU06	N/A	Shanghai	Houston	Shanghai Minerals	Commercial Metals Company	carbon steel seamless tubing	\$482,921.07
	8600	Rickmers-Line	RCK1153SHAHOU07	N/A	Shanghai	Houston	Panyu Chu Kong Steel	Commercial Metals Company	hot rolled carbon steel pipe	\$45,016.92
	8700	Rickmers-Line	RCK1153SHAHOU08	N/A	Shanghai	Houston	Suntree	Commercial Metals Company	hot rolled steel bars	\$381,073.04
	8800	Rickmers-Line	RCK1153SHAHOU09	N/A	Shanghai	Houston	Suntree	Commercial Metals Company	hot rolled steel bars	\$188,803.42
	8900	Rickmers-Line	RCK1153SHAHOU10	N/A	Shanghai	Houston	Suntree	Commercial Metals Company	hot rolled steel bars	\$129,857.68
	9100	Rickmers-Line	RCK1153SHAHOU11	N/A	Shanghai	Houston	Panyu Chu Kong Steel	Commercial Metals Company	hot rolled carbon steel pipe	\$41,910.49
	9200	Rickmers-Line	RCK1153SHAHOU12	N/A	Shanghai	Houston	Panyu Chu Kong Steel	Commercial Metals Company	hot rolled carbon steel pipe	\$89,186.80
28921-4	9300	Rickmers-Line	RCK1153SHAHOU13	N/A	Shanghai	Houston	Panyu Chu Kong Steel	Commercial Metals Company	hot rolled carbon steel pipe	\$50,384.17
		Rickmers-Line	RCK1153SHAHOU14	N/A	Shanghai	Houston	Panyu Chu Kong Steel	Commercial Metals Company	hot rolled carbon steel pipe	\$212,873.05
28921-5	10600	Rickmers-Line	RCK1153SHAHOU04	N/A	Shanghai	Camden	Panyu Chu Kong Steel	Commercial Metals Company	hot rolled carbon steel pipe	\$197,412.27
	7700	Rickmers-Line	RCK1153SHAHOU07	N/A	Shanghai	NOLA	Suntree	Commercial Metals Company	hot rolled steel bars	\$236,532.70
	7800	Rickmers-Line	RCK1153SHAHOU08	N/A	Shanghai	NOLA	Suntree	Commercial Metals Company	hot rolled steel bars	\$67,943.98
	7900	Rickmers-Line	RCK1153SHAHOU09	N/A	Shanghai	NOLA	Suntree	Commercial Metals Company	hot rolled steel bars	\$215,907.42
28921-6	4000	United Shipping Svcs	RCK1153XINHO48	PRSU2178243	Xingang	Houston	Tianjin Soda Plant	To Order	Treated Ammonium Chloride	\$11,027.49
	4100	United Shipping Svcs	RCK1153XINHO49	PRSU2156891	Xingang	Houston	Tianjin Chengyi Int'l	Chem One Ltd.	Oxalic Acid	\$25,864.51
	9500	Seasco Group	RCK1153SHAHOU50	PRSU2325534	Shanghai	Houston	Zhengzhou Tuyang	To Order	Sodium Erythronate	\$48,625.00
	9600	Seasco Group	RCK1153SHAHOU51	MESU20008050	Shanghai	Houston	Jiangsu Soto	Chem One Ltd.	Ammonium Chloride	\$10,007.43
28921-7	4400	United Shipping Svcs	RCK1153XINHO90	MF-SU2008621	Xingang	Houston	Xinzhou Chemical	To Order	Anhydrous Sodium Acetate	\$23,009.78
	4500	United Shipping Svcs	RCK1153XINHO92	MLCU2477470	Xingang	Houston	Habei Haida Chemical	Chem One Ltd.	Isocyanuric Acid Powder	\$15,760.30
		Rickmers-Line	RCK1153XINHO60	CAXU6685338	Tianjin	NOLA	Baodou Aluminum Co.	Hunter Douglas Metals	Aluminum Alloy	\$129,629.98
				CAXU6685343						
28921-8		Rickmers-Line	RCK1153XINHO42		Xingang	Houston	Lanzhou LS	National Oilwell LP	Oil Field Machinery	\$7,251,504.73
		Rickmers-Line	RCK1153XINHO41		Xingang	Houston	Oilman Petroquip	Texas Wyoming Drilling	Mud pumps and parts	\$289,451.00
28921-9		Rickmers-Line	RCK1152XINNO14		Xingang	NOLA	Vangcheng Jingwei	Graphite Electrodes Sales, Inc.	Iron Frames graphite blocks	\$43,648.68
		Rickmers-Line	RCK1153XINCAM04		Xingang	Camden	Vangcheng Jingwei	Graphite Electrodes Sales, Inc.	Iron Frames graphite blocks	\$85,284.60
		Rickmers-Line	RCK1153XINCAM03		Xingang	Camden	Zibo Continent Carbon	Graphite Electrodes Sales, Inc.	Iron Frames graphite blocks	\$63,696.99
		Rickmers-Line	RCK1153SHAHOU03		Shanghai	NOLA	Jilin Carbon Import	Graphite Electrodes Sales, Inc.	Graphite Electrodes	\$24,280.13
		Rickmers-Line	RCK1153XINNO11		Xingang	NOLA	Layang Carbon Co. Ltd.	Graphite Electrodes Sales, Inc.	Graphite Electrodes	\$52,649.02
		Rickmers-Line	RCK1153XINNO12		Shanghai	Camden	Nantong River-East Carbon	Graphite Electrodes Sales, Inc.	Graphite Electrodes	\$41,840.89
		Rickmers-Line	RCK1153XINNO13		Shanghai	NOLA	Hongkang Liaong Trading	Graphite Electrodes Sales, Inc.	Graphite Electrodes	\$89,528.14
		Rickmers-Line	RCK1153SHAHOU02		Shanghai	NOLA	Nantong River-East Carbon	Graphite Electrodes Sales, Inc.	Graphite Electrodes	\$102,373.88
28921-10		Rickmers-Line	RCK1153XINNO10		Xingang	NOLA	Jilin Carbon Import	Graphite Electrodes Sales, Inc.	Graphite Electrodes	\$51,372.70
		Rickmers-Line	RCK1153XINNO10		Xingang	NOLA	Jilin Carbon Import	Graphite Electrodes Sales, Inc.	Graphite Electrodes	\$29,162.18
28921-11		Rickmers-Line	RCK1153MAITHOU01		Map Ta Phut	Houston	Visavakki Patana Corp	The Babcock & Wilcox Company	Windboxes	\$296,659.88
		Rickmers-Line	RCK1153SHAHOU04		Shanghai	Houston	Xinhua Metal products	Westco Systems, Inc	PC Strand	\$162,794.70
28921-12		Rickmers-Line	RCK1153SHAHOU01		Shanghai	Mobile	Toray Int'l Inc.	Toray Engineering Co. Ltd.	Furnace	\$2,180,534.11
28921-13		Rickmers-Line	RCK1153SHAHOU06		Shanghai	NOLA	Xiangtan Iron & Steel Grp	The Crispin Company	Coil wire strand	\$249,346.78

RICKMERS GENOA
HILL RIVKINS
CARGO INTERESTS-SKED A

28921-5H	Rickmers-Linie	RCK1153SHACAM71	HALU2500074	Shanghai	Camden	Active Intl Worldwide	liochu Building Products Co. Inc	Steel nails	\$19,903.48
	Rickmers-Linie	RCK1153XINNOL43	ACC02016570	Xingang	NOLA	Shanxi Yuci Broad Wire	liochu Building Products Co. Inc	Steel nails	\$28,832.07
	Rickmers-Linie	RCK1153XINNOL42	ACC02016518	Xingang	NOLA	Shanxi Yuci Broad Wire	liochu Building Products Co. Inc	Steel nails	\$27,477.37
	Rickmers-Linie	RCK1153XINNOL44	ACC02016510	Xingang	NOLA	Certified Products, Inc	liochu Building Products Co. Inc	Steel nails	\$16,469.61
	Rickmers-Linie	RCK1153XINNOL41	ACC02016544	Xingang	NOLA	Beijing Danxing Nail Co	liochu Building Products Co. Inc	Steel nails	\$12,171.23
	Rickmers-Linie	RCK1153XINNOL40	ACC02016556	Xingang	NOLA	Beijing Danxing Nail Co	liochu Building Products Co. Inc	Steel nails	\$12,462.23
	Rickmers-Linie	RCK1153XINNOL41	TEXU2317729	Xingang	Houston	Shanxi Pioneer Hardware	liochu Building Products Co. Inc	Steel nails	\$30,973.43
	Rickmers-Linie	RCK1153XINNOL40	TEXU23063025	Xingang	Houston	Tianjin Handa Group	liochu Building Products Co. Inc	Tie Wire	\$11,247.52
28921-6I	Rickmers-Linie	RCK1153SHAHOU04	HLCU2482986	Shanghai	NOLA	Zhonglin Southstar	Bluefinx Corp.	Red Oak Plywood	\$38,481.25
	Rickmers-Linie	RCK1153SHAHOU05		Shanghai	NOLA	Sumec International	Bluefinx Corp.	White Birch Plywood	\$24,936.22
	Rickmers-Linie	RCK1153SHAHOU02		Shanghai	Camden	Zhonglin Southstar	Bluefinx Corp.	Red Oak Plywood	\$18,276.51
	Rickmers-Linie	RCK1153XINNOL01		Xingang	NOLA	China Jiangsu Intl	Bluefinx Corp.	Birch Plywood	\$79,227.95
	Rickmers-Linie	RCK1153SHAHOU01		Shanghai	NOLA	Fortune Electric Co. Ltd.	General Electric Company	Transformers	\$108,800.00
	Rickmers-Linie	RCK1153XINNOL41		Xingang	Houston	Tianjin Soda Plant	Wintersun Chemical	ammonium chloride	\$14,633.36
28921-6	Rickmers-Linie	RCK1153SHAHOU01		Shanghai	Houston	Sumec International	Bluefinx Corp.	Plywood	\$114,290.75
	Rickmers-Linie	RCK1153SHAHOU03		Shanghai	Houston	Zhonglin Southstar	Bluefinx Corp.	Plywood	
28921-7A	Rickmers-Linie	RCK1153XINNOL03		Xingang	Houston	Tianjin Zhaoshun Metal	Kurt Orban Partners LLC	Galvanized Steel Wire	\$290,000.00
	Rickmers-Linie	RCK1153XINNOL04		Xingang	Houston	Tianjin Zhaoshun Metal	Kurt Orban Partners LLC	Galvanized Steel Wire	
28921-7B	Pudong Trans USA	RCK1153XINCAM45	CPIU8046340	Xingang	Camden	Xian Great Enterprise	BTSC Group, Inc.	Nails	\$12,191.04
	Pudong Trans USA	RCK1153XINNOL46	CPIU8049611	Xingang	Houston	Xian Great Enterprise	BTSC Group, Inc.	Wire	\$12,498.72
			TEXU2389117	Xingang	Houston	Xian Great Enterprise	BTSC Group, Inc.	Wire	\$12,999.84
			TEXU2023703	Xingang	Houston	Xian Great Enterprise	BTSC Group, Inc.	Wire	\$14,000.80
	Pudong Trans USA	RCK1153XINNOL45	CPIU8049606	Xingang	Houston	Xian Great Enterprise	BTSC Group, Inc.	Nails	\$11,888.80
	Pudong Trans USA	RCK1150XINNOL45	ACC02016552	Xingang	NOLA	Xian Great Enterprise	BTSC Group, Inc.	Nails	\$12,179.52
			ACC02016549	Xingang	NOLA	Xian Great Enterprise	BTSC Group, Inc.	Nails	\$24,347.52
28921-8	Rickmers Linie	RCK1153SHAHOU15		Shanghai	Houston	Wuxi Huaguang Boiler Co	Foster Wheeler	Tubular Preheater	\$270,886.00
	Rickmers Linie	RCK1153XINNOL93	PRSU2123045	Xingang	Houston	Wego Chemical & Mineral	To Order/Wego	Isocyanuric Acid	\$38,400.00
			PRSU2152043	Xingang	Houston	Wego Chemical & Mineral	To Order/Wego		
			PRSU2161600	Xingang	Houston	Wego Chemical & Mineral	To Order/Wego		
	Rickmers Linie	SINMAS001		Singapore	Korea	UCP Singapore	Suwon Poongryuk Machinery	Steel Plate	\$42,965.00
									\$10,522,379.65

Thomas E. Willoughby (TW 4452)
James A. Saville, Jr. (JS-4835)
HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiffs

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New York, New York 10006
(212) 669-0600

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CHEM ONE LTD., COMMERICAL METALS
COMPANY; A.H.A. INTERNATIONAL CO.,
LTD., IKE TRADING CO., LTD., HUNTER
DOUGLAS METALS, INC., NATIONAL OILWELL
L.P., TEXAS WYOMING DRILLING, INC., GRAPHITE
ELECTRODES SALES COMPANY, INC., THE BABCOCK &
WILCOX COMPANY, WESTCO SYSTEMS, INC.,
TORAY ENGINEERING CO., LTD., THE CRISPIN
COMPANY, ITOCHU BUILDING PRODUCTS CO., INC.,
KURT ORBAN PARTNERS LLC, BSTC GROUP INC.;
FOSTER WHEELER NORTH AMERICA CORP.; WEGO
CHEMICAL & MINERAL CORP.; SUEWON POONGRYUK
MACHINERY CO., LTD.; GENERAL ELECTRIC COMPANY and
WINTERSUN GROUP(USA) INC.

Index No.:
05 CIV. 4261 (LAP)

Plaintiffs,
- against -

AFFIDAVIT OF
SERVICE BY MAIL

M/V "RICKMERS GENOA" and M/V "SUN CROSS;"
their engines, boilers, etc., in rem; RICKMERS GENOA
SCHIFFFAHRTSGES mbH & Cie. KG; RICKMERS-
LINIE GmbH & Cie. KG; UNITED SHIPPING
SERVICES, INC.; SESCO GROUP INC.; CS MARINE
CO. LTD.; SUNWOO MERCHANT MARINE CO., LTD.;
JA SUNG MARINE CO., LTD.; ESM GROUP, INC.;
PUDONG TRANS USA INC.; ESM (TIANJIN)
CO., LTD., ESM II, INC. and ESM II LP in personam,

Defendants.

-----X
STATE OF NEW YORK
COUNTY OF NEW YORK

SS.:

The undersigned, being duly sworn, says: I am not a party to the action, am over 18 years of age and reside in the State of New York.

On September 1, 2006, I served a true copy of the annexed Sixth Supplemental Summons, Sixth Amended Complaint and Sixth Amended Rule 7.1 Statement.

☐ Service by depositing a true copy thereof enclosed in a post-paid wrapper in an
By Mail official depository under the exclusive care and custody of the U.S.
Postal

Service within New York State, addressed to each of the following persons at the last known address set forth after each name:

Fowler Rodriguez & Chalos LLP
366 Main Street
Port Washington, NY 11050
Attention: Eugene J. O'Connor, Esq./Timothy Semenoro, Esq.

Cichanowicz, Callan, Keane, Vengrow & Textor, LLP
61 Broadway, Suite 3000
New York, NY 10006
Attention: Patrick M. DeCharles, Esq.

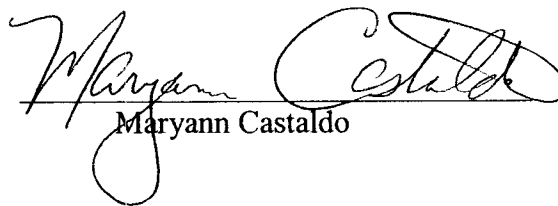
Freehill Hogan & Mahar
80 Pine Street
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Attention: James L. Ross, Esq .

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Attention: Raymond J. Burke, Jr., Esq. /
Christopher H. Dillon, Esq.

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Graham Miller Neandross Mullin &
Roonan
32 Broadway – Suite 1800
New York, NY 10004
Attention: Jeffrey L. Neandross, Esq.


Maryann Castaldo

Sworn to before me this 1st
day of September 2006.



Notary Public

ROBERT BLUM
Notary Public, State Of New York
No.01BL4914091
Qualified In Kings County
Certificate Filed In New York County
Commission Expires December 7, 2009